

III. DUTIES

A. Department of Social Services

The Department of Social Services Agrees to:

1. Provide program interpretations relating to DOH responsibilities regarding the Waiver Program for PWAs.
2. Provide training for DOH staff as determined necessary by the Director(s) of DSS and/or DOH.
3. Determine recipients' eligibility for Medicaid.
4. Review on a yearly basis for approval, the most recent assessment and care plan for a 10% (or minimum of 25) random sample of Waiver recipients with the option to expand the sample should deficiencies be noted during the review.
5. Prepare the annual report on the impact of the Waiver as required by 42 CFR 441.302(f), based on information collected from DOH and from paid claim records.
6. Exchange with DOH data to jointly compile periodic reports on the number of clients served, their costs, and the savings generated by the Waiver.
7. Reimburse DOH the Title XIX federal share of eligible administrative costs required for the proper and efficient operation of the Waiver Program as required by the Social Security Act in Sections 1902 (a) (4) (A); and 1915 (c) (2) (A) through (D). The rate of reimbursement for eligible administrative costs will be 50%. The rate of reimbursement for eligible costs qualifying under regulations applicable to Skilled Professional Medical Personnel (SPMP) and their supporting staff for compensation, travel and training will be 75%. Changes in federal regulations affecting the matching percentage, and/or the eligibility of costs for administrative or enhanced match, which become effective subsequent to the execution of this agreement, will be applied as provided in the regulations.

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Activities for which SPMP will be required will be those of determining level of care, assessment of need for waived services and care plan development, and utilization review. These activities are directly related to the administration of the waiver and do not include any medical service. The DOH staff who perform these functions, in order to claim the enhanced match, shall have professional education and training in the field of medical care or appropriate medical practice.

These Staff May Include:

- Community health nurses will meet this requirement by being registered nurses licensed to practice in the State.
 - Clinical social workers will not necessarily meet this requirement but may, with an MSW (2 year) degree with a specialization in medical or psychiatric practice, from a college or university program accredited by the National Association of Social Workers.
 - The directly supporting staff whose costs are claimed at the enhanced rate shall only be those who provide clerical services necessary for the completion of the functions of the Skilled Professional Medical Personnel. In addition, such supporting staff shall be under the direct supervision of the SPMP.
8. Review reports of provider non-compliance from DOH and pursue any sanction or other action necessary and appropriate to remedy the non-compliance.
 9. Prepare, print, and mail material regarding Waiver services to Medicaid Waiver Providers. This includes manuals and bulletins. Assist DOH in reviewing any materials or reports to be published by DOH regarding Waiver services. All such materials published by DOH as may affect compliance with Title XIX rules shall be subject to DSS/DMS review and approval prior to distribution.
 10. Review and comment on policy and procedure for the internal operations of DOH regarding the Waiver, where such policy and procedure may affect compliance with Title XIX rules or the assurances under which the Waiver was approved.
 11. Provide for an independent assessment of the waiver in accordance with the requirements of 42 CFR 441.303 (g).

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12. Maintain the confidentiality of client records and all other client information obtained from DOH.

B. Department of Health

The Department of Health agrees to:

1. Provide staff necessary for fulfillment of the primary terms and conditions of this agreement. These will include but not be limited to staff qualifying in the following Merit System Positions:

Community Health Nurse IV
Community Health Nurse III
Clinical Social Worker

DOH shall also provide staff necessary for clerical, supervisory and/or research and evaluation duties necessary to fulfill the terms and conditions of this agreement not otherwise provided as indirect support through the Department's indirect rate.

2. Perform specific activities which are necessary for proper and efficient administration of the Waiver, namely:
 - Determining and redetermining the eligibility of applicants for waived services. This includes evaluating the applicant's need for a hospital level of care; the assessment and periodic review of each applicant's need for waived services, and the development of a written plan of care prior to the authorization of reimbursement for waived services. The care plan must contain documentation of cost effectiveness, since this is a prerequisite for receiving waived services.
 - Providing periodic utilization review, including assessment of the necessity for and adequacy of the medical care and services required by individual Waiver recipients. This activity is to prevent unnecessary utilization of such care and services and to assure that payments are consistent with efficiency, economy, and quality of care.
 - Performing outreach activities, directed to individuals who are likely to require the level of care provided in a hospital and providing information about feasible alternatives to that type of care.

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- Prior authorizing of Waivered services according to the plan of care, as necessary to assure that the actual total expenditures for waived and other Medicaid services provided to individuals under the waiver will not exceed the amount that would have been incurred by Medicaid for these individuals in the absence of the waiver. This function will include documenting that the recipient was given free choice of the provider(s) of waived services. Because prior authorization is dependent on and integrated with care plan development, its performance will be subsumed under the latter in documentation by DOH of time spent within each activity.
 - Reviewing, annually, the care plan for a sample of Waiver recipients against a sample of clinical notes and remittance records of each provider who served him or her, to ascertain whether or not the provider delivered the services in accordance with standards and the care plan and as reimbursed by DSS. This activity will be performed to meet the requirements of Section 1915(c) (2) (E) of the Social Security Act.
 - Reporting instances of provider fraud, abuse or non-compliance to DSS.
3. Maintain an automated prior authorization file for Waiver services and converting to tape or paper suitable for submitting to DSS all prior authorizations of Waiver services.
 4. Prepare, with assistance and review by DSS, material to be published regarding the waiver, including manuals, bulletins, reports, and recipient notices.
 5. Assume financial responsibility for developing and printing manuals, reports, brochures and other documents related to the waiver which are distributed by DOH.
 6. Prepare policy and procedure for the internal operations of DOH regarding the waiver. Such policies and procedures as may affect compliance with the Title XIX rules or the assurances under which the waiver was approved, will be subject to review by DSS prior to implementation. This will include a review of the staff instructions for documentation of time spent on administration of the waiver.
 7. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and/or DOH.

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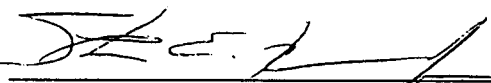
8. Participate in hearings conducted by DSS, requested by persons who have been denied waived services and/or who have had other adverse action taken by DOH.
9. Ensure in each year that neither the number of individuals served under the waiver nor the amount expended for waived services exceed the approved estimates.
10. Exchange with DSS data to jointly compile periodic reports on the number of clients served, their costs, and the savings generated by the waiver.
11. Provide DSS with the information necessary to complete the annual report on the waiver's impact, as required by 42 CFR 441.302(f).
12. Account for the activities of staff providing services under this agreement in accordance with the provisions of OMB circular A87 and 45 CFR part 74 and 95.
13. Provide yearly or as requested by DSS the information necessary to request Federal funds available under FFP. Submit detailed billings and use Standard Form 269 in addition to the billings for the necessary certification by the Director of the Department of Health
14. Accept responsibility for disallowance of Federal Funds and incur the penalties of same resulting from the activities associated with this agreement, unless the disallowance or penalty is the result of the Division of Medical Services' failure to submit, in a proper format and/or in a timely manner, or both amendments to the Medicaid State Plan proposed by the Department of Health required for the administration of the Waiver Program. Timeliness will be measured based on the complexity of the issue(s) involved and whether the proposed state plan amendment can be processed without obtaining additional information from the Department of Health.
15. Maintain the confidentiality of client records and eligibility information received from DSS, according to R.S.Mo. 191.656 (Supp. 1989).
16. Develop the RFP with which DSS will solicit bids to conduct an independent assessment in accordance with the requirement of 42 CFR 441.303(g).

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IV. TERMS OF THIS AGREEMENT

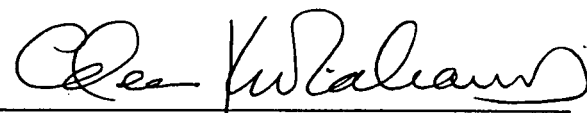
The effective date of this Agreement is July 1, 1992. This Agreement may be modified at anytime by the written agreement of both parties and may be canceled by either party with thirty (30) days prior notice in writing to the other party, provided however, that reimbursement shall be made for the period when the contract is in full force and effective.



Director, Department of Social Services

9/27/95

Date



Director, Department of Health

9/13/95

Date

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**COOPERATIVE AGREEMENT BETWEEN
THE DEPARTMENT OF SOCIAL SERVICES, Division of Medical Services
and
THE HARRISONVILLE R-IX SCHOOL DISTRICT**

**EPSDT ADMINISTRATIVE CASE MANAGEMENT through the
HEALTHY CHILDREN AND YOUTH PROGRAM (EPSDT)**

STATEMENT OF PURPOSE

The Missouri Department of Social Services (DSS) through its Division of Medical Services (DMS) and the Harrisonville R-IX School District, in order to provide the most efficient, effective administration of Title XIX, Early Periodic Screening, Diagnosis and Treatment (EPSDT) aka in the state as Healthy Children and Youth, hereby agree to the conditions included in the Cooperative Agreement. The provision of EPSDT/HCY Administrative Case Management by the Harrisonville R-IX School District has been determined to be an effective method of assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children residing within the boundaries of the Harrisonville R-IX School District.

The Department of Social Services, Division of Medical Services recognizes the unique relationship that the Harrisonville R-IX School District has with EPSDT/HCY eligible clients and their families. It further recognizes the expertise of the Harrisonville R-IX School District in identifying and assessing the health care needs of EPSDT eligible clients and in planning, coordinating and monitoring the delivery of preventative and treatment services to meet their needs. DSS, in order to take advantage of this expertise and relationship, enters into this cooperative agreement with the Harrisonville R-IX School District for EPSDT Administrative Case Management.

The Department of Social Services, Division of Medical Services recognizes the Harrisonville R-IX School District as the most suitable agent to administer case planning and coordination through EPSDT Administrative Case Management for its EPSDT eligible clients and their families.

The Department of Social Services and the Harrisonville R-IX School District enter into this Cooperative Agreement with full recognition of all other existing agreements which the Department may have developed for services to Title XIX eligible clients living within the Harrisonville R-IX School District's boundaries and which are currently included in the Title XIX State Plan.

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I MUTUAL OBJECTIVES

1. Assure that all Title XIX eligible clients under the age of 21 and their families are informed of the EPSDT/HCY benefit and how to access it.
2. Assure that assistance is provided to children and their families in determining their eligibility for participation in Missouri's Medicaid plan.
3. Assure early and appropriate intervention and screening so that diagnosis and treatment occur in a timely manner.
4. Establish a health care home as defined in Section 9 of the General Chapters of the Medicaid Provider Manual, for those Medicaid eligible children receiving EPSDT/HCY service coordination activities.
5. Assure that services are of sufficient amount, duration and scope to correct or ameliorate the condition for which they were determined to be medically necessary.
6. Assure that services are provided by appropriate Medicaid enrolled providers for the correction or amelioration of conditions identified through a full, partial, or inter-periodic EPSDT/HCY screen.
7. All terms of this Agreement and procedures are to adhere to OMB Circular A87.

II RESPECTIVE RESPONSIBILITIES

DSS agrees to:

1. Reimburse the Harrisonville R-IX School District the Title XIX federal share of actual and reasonable costs for EPSDT administration provided by staff based upon a time-accounting system which is in accordance with the provisions of OMB Circular A87 and 45 CFR parts 74 and 95; expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this agreement. The rate of reimbursement for eligible administrative costs will be 50%. The rate of reimbursement for eligible costs qualifying under regulations application to Skilled Professional Medical Personnel and their supporting staff (compensation, travel and training), will be reimbursed at 75% when the criteria of 42 CFR 432.50 are met. Changes in federal regulations affecting the matching percentage and/or costs

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eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

2. Provide the access to the information necessary to properly provide the EPSDT Administrative Case Management.
3. Develop and conduct periodic quality assurance and utilization reviews in cooperation with the Harrisonville R-IX School District.
4. Provide initial training and technical assistance to staff of the Harrisonville R-IX School District regarding the responsibilities assumed within the terms of this agreement.
5. Conduct in service training sessions for participating school districts on an annual basis.
6. Provide necessary consultation to the Harrisonville R-IX School District on issues related to this agreement as needed by the school district.
7. Accept federally approved cost allocation on file at DESE as official cost allocation plan to be used in calculating amount of payment due.

The Harrisonville R-IX School District agrees to:

1. Provide EPSDT Administrative Case Management as an instrument for the Department of Social Services, Division of Medical Services, to aid in assuring the availability, accessibility and coordination of required health care resources to Medicaid eligible children and their families residing within the district's boundaries. The Harrisonville R-IX School District shall develop and submit within 90 days of the signing of this agreement, for approval by DMS, an internal process for measuring the progress of the district toward attainment of the ACM Program goals. The following list of activities have been identified as appropriate for providing the Administrative Case Management function.
 - a. Assisting children and families to establish Medicaid eligibility, by making referrals to the Division of Family Services for eligibility determination, assisting the applicant in the completion of the Medicaid application forms, collecting information, and assisting in reporting any required changes affecting eligibility.
 - b. Outreach Activities:
 - (1) informing foster care providers of all Title IV-E eligible children enrolled in DESE operated programs of the HCY/EPSDT program;

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- (2) informing Medicaid eligible students who are pregnant or who are parents and attending DESE operated programs about the availability of HCY/EPSTD services for children under the age of 21; and
- (3) Outreach activities directed toward providers, recruiting them to become Medicaid providers and to accept Medicaid referrals.

c. Coordination of HCY/EPSTD Screens and Evaluations:

Assistance will be provided to eligible children and their families in establishing a medical care home as defined in Section 9 of the general chapter of the Missouri State Medicaid Manual. A medical care home is a coordinated, comprehensive, continuous health care program to address the child's primary health needs. The health care home should provide or make arrangements for after hours care, and coordinate a child's specialty needs. The health care home should follow the screening periodicity schedule and perform interperiodic screens when medically necessary. Conditions identified during the course of care may require the development of a plan of care. Coordination activities include, but are not limited to:

- (1) making referrals and providing related activities for EPSTD/HCY screens in accordance with the periodicity schedule set out in Section 9 of the General Section of the State Medicaid Provider Manual. EPSTD screens include comprehensive health and developmental, mental health, vision, hearing and dental screens.
- (2) making referrals and providing related activities for evaluations that may be required as the result of a condition identified during the child's screen;

d. Case Planning and Coordination:

This activity includes assistance to the client and the family in developing and carrying out a case or service plan. Activities include, but are not limited to;

- (1) identifying and arranging for medically necessary services to correct or ameliorate conditions identified in the child's Individual Educational Plan (IEP) or Individualized Family Service Plan (IFSP);
- (2) identifying and providing assistance for medically necessary and educationally relevant services required as the result of any regular, interperiodic, or partial EPSTD/HCY screen;

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